

EXHIBIT C



C L A R E L O C K E

THOMAS A. CLARE, P.C.

ELIZABETH M. LOCKE, P.C.

10 Prince Street
Alexandria, Virginia 22314

(202) 628-7400

www.clarelocke.com

November 29, 2021

Via Email

Legally Privileged and Confidential

Mr. Jeremy O'Sullivan
Ms. Melissa Nelson
Kytch, Inc.
3327 Seldon Court
Fremont, CA 94539
Email: [REDACTED]
[REDACTED]

Re: Amended Engagement Letter for Legal Services

Dear Jeremy and Melissa:

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[REDACTED]
[REDACTED]
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[REDACTED]

Choice of Law: This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to conflict of law principles.

Arbitration: Any controversy or claim arising out of or relating to this agreement or our representation of you in this or any future matter, including but not limited to any fee dispute or claim for malpractice, negligence, breach of fiduciary duty, or breach of contract, shall be settled by arbitration in Virginia administered by the American Arbitration Association. The arbitration shall be conducted in English. The designated arbitrator(s) shall have the authority to award any and all relief that would otherwise be available in a court of law, and judgment on any award may be entered in any court of competent jurisdiction. In addition, the designated arbitrator shall award reasonable attorneys' fees for any time Clare Locke LLP attorneys, paralegals, or outside counsel and its staff spend adjudicating the dispute provided that Clare Locke LLP is the prevailing party in the arbitration. The parties shall keep any such arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information, testimony, or documents submitted during the arbitration, and any award, unless and to the extent that disclosure is required by law or is necessary for permitted court proceedings, such as proceedings to recognize or enforce an award.

This arbitration clause means that you are forgoing your right to have any disputes that the clause covers resolved in a court of law and that you are forgoing any right to a jury. There are other differences between arbitration and court proceedings, and we encourage you to consult with separate counsel if you have any questions concerning this clause or any other matters in this letter.

Entire Agreement: This letter sets forth our entire agreement for rendering professional services. It can be amended or modified only in a writing signed by both parties, and not orally or by course of conduct.



In order to memorialize our understanding, please sign and return a copy of this letter. Again, we are very pleased to have the opportunity to act for you on this matter.

Very truly yours,

CLARE LOCKE LLP

Thomas A. Clare, P.C.

Thomas A. Clare, P.C.

Libby Locke

Libby Locke (Nov 29, 2021 16:04 EST)

Elizabeth M. Locke, P.C.

Agreed and accepted:

KYTCH, INC.

Jeremy O'Sullivan

Jeremy O'Sullivan (Nov 30, 2021 04:54 EST)

Melissa A. Nelson

Melissa A. Nelson (Nov 30, 2021 09:38 PST)



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20211129 Kytch Lanham Act Retention Agreement[40][62]

Final Audit Report

2021-11-30

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| Created: | 2021-11-29 |
| By: | Clare Locke LLP [REDACTED] |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA8VJya1qkzI3ecgQ-dFKyER35mRn5qxyP |

"20211129 Kytch Lanham Act Retention Agreement[40][62]" History

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 Agreement completed.

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